

|   |  |  |  |   |  |                             |  |   |  |
|---|--|--|--|---|--|-----------------------------|--|---|--|
| <b>SOLICITATION, OFFER AND AWARD</b>  |  | 1. THIS CONTRACT IS A RATED ORDER<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | RATING  |  | PAGE<br>1                   |  | OF PAGES<br>28                              |  |
| 2. CONTRACT NO.   |  | 3. SOLICITATION NO.<br>DTFANM-13-R-00016   |  | 4. THIS IS A:<br>SMALL BUSINESS SET-ASIDE<br>YES <input checked="" type="checkbox"/> NO |  | 5. DATE ISSUED<br>11/1/2012 |  | 6. REQUISITION/PURCHASE NO..<br>AL-13-00101 |  |
| 7. ISSUED BY:<br><b>FEDERAL AVIATION ADMINISTRATION<br/>ACQUISITION MANAGEMENT BRANCH, ACQ-530<br/>1601 LIND AVE. S.W.<br/>RENTON, WA 98057</b> |  |  |  | 8. ADDRESS OFFER TO (If other than Block 7)<br><b>Address shown in Block 7</b>          |  |                             |  |   |  |

**SOLICITATION**

9. Offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in 1601 Lind Ave SW Renton, WA 98057 until 4pm local time **11/09/2012**  
(Hour) (Date)

**CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.**

|                              |  |  |  |  |  |
|------------------------------|--|--|--|--|--|
| 10. FOR INFORMATION<br>CALL: |  | A. NAME<br>Lelanie Rivera / Karen McIvor |  | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>425-227-1003 / 425-227-1845 |  |
|------------------------------|--|--|--|--|--|

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| <input checked="" type="checkbox"/> | A   | SOLICITATION/CONTRACT FORM            | 1       | <input checked="" type="checkbox"/>                       | I   | CONTRACT CLAUSES  | 12      |
| <input checked="" type="checkbox"/> | B   | SUPPLIES OR SERVICES AND PRICES/COSTS | 2       | PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACH. |     |   |         |
| <input checked="" type="checkbox"/> | C   | DESCRIPTION/SPECS/WORK STATEMENT      | 4       | <input checked="" type="checkbox"/>                       | J   | LIST OF ATTACHMENTS   | 19      |
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**OFFER (must be fully completed by Offeror)**

12. In compliance with the above, the undersigned agree, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|  |  |   |                       |   |                         |
|--|--|---|-----------------------|---|-------------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 3.3.1-6)   |  | 10 CALENDAR DAYS<br>%   | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>%   | ____ CALENDAR DAYS<br>% |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated) |  | AMENDMENT NO.   | DATE                  | AMENDMENT NO.   | DATE                    |
|  |  |   |                       |   |                         |
|  |  |   |                       |   |                         |
|  |  |   |                       |   |                         |
| 15A. NAME AND ADDRESS OF OFFEROR   |  | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE<br><input type="checkbox"/> |                       | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |                         |
| 15B. TELEPHONE NO. (Include area code)   |  | 17. SIGNATURE   |                       | 18. OFFER DATE  |                         |

**AWARD (To be completed by Government)**

|   |  |  |  |  |  |
|---|--|--|--|--|--|
| 19. ACCEPTED AS TO ITEMS NUMBERED               |  | 20. AMOUNT                                     |  | 21. ACCOUNTING AND APPROPRIATION DATA<br><b>SEE PRISM DOCUMENT</b> |  |
| 22. RESERVED                                    |  | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM 7 |  | ITEM   |  |
| 24. ADMINISTERED BY (if other than item 7)      |  | 25. PAYMENT WILL BE MADE BY<br><b>AMZ-110</b>  |  |  |  |
| 26. NAME OF CONTRACTING OFFICER (Type or print) |  | 27. UNITED STATES OF AMERICA                   |  | 28. AWARD DATE   |  |

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:** Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Janitorial Services for Dutch Harbor Transient Quarters in Dutch Harbor , AK in accordance with the specifications, drawings, contract clauses, and wage rates.

| <u>CLIN NO.</u>                                       | <u>DESCRIPTION</u>  | <u>UNIT</u> | <u>QUANTITY</u> | <u>TOTAL –<br/>MONTHLY</u>     | <u>TOTAL -<br/>ANNUALLY</u> |
|---|---------------------|-------------|-----------------|--------------------------------|-----------------------------|
| 0001 – Base<br>Year –<br>12/1/2012 –<br>9/30/2013     | Janitorial Services | Monthly     | 10              | \$ _____                       | \$ _____                    |
| 0002 – Option<br>Year 1 –<br>10/1/2013 -<br>9/30/2014 | Janitorial Services | Monthly     | 12              | \$ _____                       | \$ _____                    |
| 0003 – Option<br>Year 2 –<br>10/1/2014 –<br>9/30/2015 | Janitorial Services | Monthly     | 12              | \$ _____                       | \$ _____                    |
| 0004 – Option<br>Year 3 –<br>10/1/2015 –<br>9/30/2016 | Janitorial Services | Monthly     | 12              | \$ _____                       | \$ _____                    |
| 0005 – Option<br>Year 4 –<br>10/1/2016 –<br>9/30/2017 | Janitorial Services | Monthly     | 12              | \$ _____                       | \$ _____                    |
|   |                     |             |                 | Total Base + 4<br>option years | \$ _____                    |

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

An offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.

**B001. SOLICITATION QUESTIONS:** All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must request in writing (email is acceptable) at least 3 calendar days prior to the date for receipt of proposals to the Federal Aviation Administration, Attn: Karen McIvor, AAQ-530, 1601 Lind Avenue S.W., Renton WA 98057 or FAX (425) 227-1156 or by email at Karen.ctr.McIvor@faa.gov. Telephone questions **will not** be accepted. The offer shall provide an address, telephone and FAX number. The Contracting Officer, Lelanie Rivera, is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

### **Questions Are Due by: November 16, 2012 at 4:00 P.M. Pacific Time**

**B002. INSURANCE REQUIREMENTS:** Worker's compensation and employer's liability.

- Employer's liability coverage of at least \$100,000.00 shall be required.
- General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000.00 per occurrence.
- Automobile liability coverage of at least \$200,000.00 per person and \$500,000 per occurrence for bodily injury and \$200,000.00 per occurrence for property damage

**B003. 3.6.1-1 Notice of Total Small Business Set-Aside** (January 2010)

(a) Definition. Small business concern, as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the North American Industry Classification System (NAICS) standards in this Screening Information Request (SIR) at the time of submission of offer.

(b) General.

(1) Information and/or offers are requested only from small business concerns. Information and/or offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this SIR will be made to a small business concern.

(c) Agreement. A manufacturer or regular dealer submitting information and/or an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. However, this requirement does not apply in connection with construction or service contracts.

(End of clause)

**SERVICE CONTRACT ACT WAGE RATES APPLY. SEE ATTACHMENT B.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE SECTION M**

**OFFERS ARE DUE NO LATER THAN November 23, 2012, 4:00 P.M. LOCAL TIME. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND THE RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. PLEASE DO NOT CALL FOR RESULTS.**

## PART I - SECTION C SCOPE OF WORK

### Work Specifications and Standards Janitorial Services Dutch Harbor, AK Transient Quarters – FY13

Janitorial Services for Dutch Harbor, Alaska Transient Quarters on a “call as needed” basis. There is approximately 30 call-outs a year. Call as needed services are to be accomplished within 24 hour time period unless agreed upon. Quarters consist of 666 square Feet and are limited to a two-bedroom duplex apartment located at 197 Driftwood Way #1, Cape Cheerful Subdivision Apt #1B, Dutch Harbor, AK.

**CONTRACTOR IS TO SUBMIT MONTHLY INVOICES FOR ALL CALLOUT SERVICES TO THE CONTRACTING OFFICERS REPRESENTATIVE BY THE 5<sup>TH</sup> DAY OF THE FOLLOWING MONTH for review.**

The contractor is to provide all cleaning supplies and expendable equipment such as brooms, mops, dust cloths, vacuum cleaner, carpet cleaner, and trash bags. **The vacuum cleaner equipment shall be of an industrial or commercial grade with a rotating brush head attachment for vacuuming carpeting.** The contractor is to provide all paper products needed in the transient quarters such as toilet paper, and paper towels.

#### ***To be performed for each call-out service.***

##### **A. Item:        Floors, Carpeted**

**Specification:** Vacuum carpeting with an industrial-type vacuum with a rotating brush head attachment and inspect for spots. When spots appear, remove with an appropriate spot removing solution using manufacturer's recommended techniques.

**Standard:** A properly spot-cleaned, vacuumed rug or carpet is free of all stains, matted areas, and cleaning marks, and has a uniformly bright appearance.

##### **B. Item:        Floors, Uncarpeted**

**Specification:** Vacuum all tiled/linoleum floors with an industrial-type vacuum cleaner or sweep. After vacuuming or sweeping, mop with a detergent solution.

**Standard:** A properly mopped and cleaned floor is free of all deposits, stains, streaks, film, and brush marks.

##### **C. Item:        Bathrooms**

**Specification:** Clean bathroom by damp wiping washbasin and faucets and other exposed plumbing fixtures, top and bottom of toilet seat, walls in the immediate area of the washbasin. Clean shower/tub stall with a solution of water, detergent, odor counteractant, and germicide. Pour a quantity of the solution into the toilet bowl and clean with bowl brush. Remove stains in washbasin, toilet bowl, and shower/tub with a chlorinated powder and remove lime deposits, rust, and/or other stains with an acid-type cleaner. Damp wipe all cleaned surfaces thoroughly with clean water and wipe dry with a clean cloth. Rinse treated areas thoroughly with clean water after each treatment. Clean all mirrors with a commercial glass cleaner and polish with a lint-free cloth. Fill toilet

dispenser with paper and soap tray with soap bar. Sweep floor and mop with a solution of water, detergent, odor counteractant, and germicide. Remove soiled bath towels and mats and replace with clean towels and mats.

*Standard:* A properly cleaned bathroom is free of all streaks, stains, deposits, and odors.

D. Item: Waste Receptacles

*Specification:* Empty all waste from waste receptacles into contractor, furnished plastic bags and wipe receptacles inside and out, as necessary. Waste receptacles lined with a plastic bag need not be wiped provided no leakage has occurred.

*Standard:* A properly cleaned waste receptacle and plastic lining are free of all waste residue and odors.

E. Item: Kitchen Countertops

*Specification:* Wipe off all kitchen countertops. Remove all stains and spots with a damp cloth.

*Standard:* A properly cleaned surface is free of all spots, stains, and spills.

F. Item: Changing Beds

*Specification:* Remove all linens and remake bed with appropriate sized clean linen.

*Standard:* A properly made bed has smoothly tucked linen, with blankets and bedspread neatly covered on the bed.

G. Item: Laundry/Linens

*Specification:* Provide laundry service for all soiled linens, dish towels, bath towels, bedspreads, and bath mats, using washers and dryers provided by Government in each housing unit. Linens, bath towels, dish towels, bedspreads, and bath mats are not to be removed from the unit for off-site cleaning. Performance of service should be done while conducting cleaning.

*Standard:* A proper laundry service will provide clean linens and towels at all times.

**\*\*NOTE:** All torn, worn, ripped and otherwise non-functional linens, towels, etc., shall be reported, specifying type of Item, size, and quantity needing replacement.

H. Item: Linen, Closet

*Specification:* Maintain a clean and orderly linen closet

*Standard:* A properly clean and orderly linen closet is free of all dirt, grime, and cobwebs with linen neatly folded and stored on shelves.

I. Item: Cleaning Supply Storage Areas

*Specification:* Maintain a clean and orderly area.

*Standard:* A properly clean and orderly storage area is free of all dirt, grime, and cobwebs with all supplies stored on shelves. Brooms and vacuums should be stored securely, to prevent accidents.

J. Item: Floors/Cupboards/Government Equipment  
Location: Arctic Entry

*Specification:* Vacuum all linoleum floors with an industrial-type vacuum cleaner or sweep. After vacuuming or sweeping floors, mop with a solution of water, detergent, odor counteractant, and germicide.

*Standard:* A properly mopped and cleaned floor is free of all deposits, stains, streaks, film and brush marks.

K. Item: Furniture, Dusting and Vacuum

*Specification:* Dust all cabinets, tables, chairs, desks, radiators, windowsills, lamps and television sets, inside and out including lower surfaces. Remove all stains with a damp cloth. Vacuum all upholstered furniture, such as sofas and chairs, with vacuum attachment, including under all cushions.

*Standard:* A properly dusted surface is free of all spots, stains, dust, lint, and cobwebs. A properly vacuumed cloth/upholstered surface is free of all dirt, crumbs, and lint.

L. Item: Refuse removal

*Specification:* Remove all refuse from the premises and dispose of in outside container serving quarters, or at the local landfill, iaw local landfill regulations and procedures.

*Standard:* The premises are clear of all refuse on each occasion that the premises are cleaned.

***Semi-Annual: To be performed in May and November.***A. Item: Walls and Cabinets Wood

*Specification:* Clean wood paneled walls and cabinets with an industrial-grade wood panel cleaner and waxer using the manufacturer's recommended techniques.

*Standard:* A properly cleaned wood panel is @ of all fingerprints, spots, stains, streaks, smudges, and film; and has a uniformly bright appearance.

B. Item: High Cleaning

*Specification:* Dust all vents, grilles, tops of doors, and light fixtures with a treated cloth or vacuum attachment. Remove any spots with a damp cloth. After dusting or vacuuming, wash vents and grilles with a detergent solution, rinse with a damp cloth and wipe dry with a clean cloth.

*Standard:* A properly dusted pipe, vent, grille, ledge, transom, or light fixture is free of all dust, grit, spots, lint, and cobwebs.

C. Item: Range Hood

*Specification:* Wipe surface of range hood with a grease cutting solution. Remove the filter and immerse in a bath of grease cutting cleaner. Damp wipe all cleaned surfaces with clear water and wipe dry with a clean cloth. Replace filter to its original position.

*Standard:* A properly cleaned range hood and filter is free of all dust, grit, spots, lint, cobwebs, and film.

D. Item: Windows Inside and Outside

*Specification:* Wash all windows on the inside and outside. Wipe away spillage, drippings, and stains immediately with a damp cloth. When temperatures are below 30 degrees F, add an appropriate alcohol or chemical to the solution to prevent freezing.

*Standard:* A properly washed window is free of all dirt, grime, streaks, smudges, and film.

E. Item: Window Covering, Drapes, Shades and/or Blinds

*Specification:* Vacuum drapes using an industrial-type vacuum with appropriate tool attached for vacuuming. Clean blinds and/or shades using a damp cloth with a detergent solution. Damp wipe all cleaned surfaces thoroughly with clean water and wipe with a dry cloth.

*Standard:* A properly cleaned window covering is free of all streaks, stains, spots, deposits, and odors.

F. Item: Room: Kitchen Area, All Units

*Specification:* Vacuum refrigerator grille cover and cooling coils. After vacuuming, damp wipe grill and exterior of refrigerator and wipe dry with a clean cloth. Clean stove oven using oven cleaner to remove baked on grease and boiled over food residue. Clean cooking surface of the stove using a chlorinated powder, removing all food residue. Damp wipe top of range hood and wipe dry with a clean cloth.

*Standard:* A properly cleaned refrigerator and stove is free of all streaks, film, grease and smudges.

G. Item: Floors, Carpeted

*Specification:* After vacuuming, shampoo the carpeting using an industrial or commercial grade, foam rug cleaner, using manufacturers recommended techniques. The time for accomplishment will be agreed upon between the contractor, and the contracting officer's representative.

*Standard:* A properly shampooed carpet is free of all stains, matted areas, and cleaning marks, and has a uniformly bright appearance.

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-4           Inspection of Services--Both Fixed-Price & Cost Reimbursement** (April 1996)

(a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may:

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and

(2) Reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or

(2) Terminate the contract for default.

(End of clause)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-9           Stop-Work Order** (October 1996)

**3.10.1-11         Government Delay of Work** (April 1996)

**F001. PLACE OF PERFORMANCE**

Federal Aviation Administration  
Dutch Harbor Transient Quarters  
Dutch Harbor, AK

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1           Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-22       Contracting Officer's Technical Representative** (January 2008)

**G001. CORRESPONDENCE:**

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ACQ-530  
1601 LIND AVE. S.W.  
RENTON, WA 98057  
ATTN: LELANIE RIVERA

**G002. PAYMENT – INVOICE SUBMISSION:**

The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1           **Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.1.7-2           Organizational Conflicts of Interest (August 1997)**
- 3.2.2.7-6       Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 2011)**
- 3.2.2.7-8       Disclosure of Team Arrangements (April 2008)**
- 3.2.4-34       Option to Extend Services (April 1996)**
- 3.2.5-1       Officials Not to Benefit (April 1996)**
- 3.2.5-3       Gratuities or Gifts (January 1999)**
- 3.2.5-4       Contingent Fees (October 1996)**
- 3.2.5-5       Anti-Kickback Procedures (October 2010)**
- 3.2.5-8       Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-1       Payments (April 1996)**
- 3.3.1-10       Availability of Funds (May 1997)**
- 3.3.1-13       Limitation of Cost (Facilities) (April 1996)**
- 3.3.1-20       Providing Accelerated Payment to Small Business Subcontractors (October 2012)**
- 3.3.1-34       Payment by Electronic Funds Transfer- System for Award Management (August 2012)**
- 3.3.2-1       FAA Cost Principles (October 1996)**
- 3.4.1-12       Insurance (July 1996)**
- 3.4.2-8       Federal, State, and Local Taxes - Fixed Price Contract (April 1996)**
- 3.5-1       Authorization and Consent (January 2009)**
- 3.6.2-9       Equal Opportunity (August 1998)**
- 3.6.2-13       Affirmative Action for Workers With Disabilities (October 2010)**
- 3.6.2-28       Service Contract Act of 1965, as Amended (October 2010)**
- 3.6.2-30       Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (April 1996)**
- 3.6.2-35       Prevention of Sexual Harassment (August 1998)**
- 3.6.2-39       Trafficking in Persons (January 2008)**
- 3.6.3-7       Waste Reduction Program (July 2008)**
- 3.6.3-13       Recycle Content and Environmentally Preferable Products (April 2009)**
- 3.6.3-16       Drug Free Workplace (March 2009)**
- 3.6.4-10       Restrictions on Certain Foreign Purchases (January 2010)**
- 3.8.2-11       Continuity of Services (October 2008)**
- 3.9.1-1       Contract Disputes (October 2011)**
- 3.9.1-2       Protest After Award (August 1997)**
- 3.10.1-7       Bankruptcy (April 1996)**
- 3.10.1-12       Changes - Fixed-Price (April 1996)**
- 3.10.1-25       Novation and Change-Of-Name Agreements (October 2007)**
- 3.10.2-1       Subcontracts (Fixed-Price Contracts) (April 1996)**
- 3.10.3-2       Government Property - Basic Clause (April 2012)**
- 3.10.6-1       Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4       Default (Fixed-Price Supply and Service) (October 1996)**
- 3.13-5       Seat Belt Use by Contractor Employees (October 2001)**
- 3.13-13       Contractor Policy to Ban Text Messaging While Driving (January 2011)**

**3.14-3 Foreign Nationals as Contractor Employees (April 2008)****3.14-5 Sensitive Unclassified Information (SUI) (August 2012)****3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days of the expiration of the performance period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 (months), 5 (years).

(End of clause)

**3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond fiscal year FY13. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond each fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**3.3.1-33 System for Award Management (August 2012)**

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov>.

(End of Clause)

### 3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

|                   |  |
|-------------------|--|
| Employee class    | Monetary Wage-Fringe Benefits                            |
| <u>Janitor</u>    | <u>\$14.15 Hr. &amp; Health &amp; Welfare \$3.71 Hr.</u> |
| <u>          </u> | <u>                                </u>                  |
| <u>          </u> | <u>                                </u>                  |
| <u>          </u> | <u>                                </u>                  |

(End of clause)

### 3.14-2 Contractor Personnel Suitability Requirements (October 2012)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

### Risk Level 1 (Low Risk)

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system ([vap.faa.gov](http://vap.faa.gov)). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information, referencing the contract number, to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:

FAA Western Pacific Regional Office  
Attn: Marilyn Rowell  
222 W 7<sup>th</sup> Ave, #14  
Anchorage, AK 99513

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry

Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The contractor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.

(i) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this Clause.

(j) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

### **3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) Cards, and Vehicle Decals (April 2012)**

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold final payment for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COR, and FAA Western Pacific Regional Office, Attn: Marilyn Rowell, 222 W. 7<sup>th</sup> Ave., #14, Anchorage, AK, 99513, Phone: 907-271-4811. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Dutch Harbor Transient Quarters must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contractor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the contractor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the [name and location of the person who will process the document is [TBD]]. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [TBD].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

|                |   |
|----------------|---|
| Attachment A - | Floor Plan for Dutch Harbor Transient Quarters  |
| Attachment B-  | Service Contract Act Wage Determination for the State of Alaska Wage Determination #2005-2017; Rev #16; Dated 6/13/2012 |
| Attachment C-  | Business Declaration Form   |
| Attachment D-  | Janitorial Service Performance Customer Satisfaction Survey   |
| Attachment E-  | Quality Assurance Plan  |

**PART IV - SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

**3.2.2.3-82       Prohibition on Conducting Restricted Business Operations in Sudan - Certification (July 2012)****3.2.2.3-10       Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_.  
(country)

(End of provision)

**3.2.2.3-70       Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ A common parent does not own or control the offeror as defined in paragraph (a).
- ☐ Name and TIN of common parent:
- Name \_\_\_\_\_
- TIN \_\_\_\_\_

(End of provision)

**3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that
- (i) The Offeror and/or any of its Principals-
- A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)
- (i)(B) of this provision.
- (D) Have ☐ , have not ☐ , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not

required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in System for Award Management (August 2012)**

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification.** (January 2012)

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at

[CISADA106@state.gov](mailto:CISADA106@state.gov).

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

- 3.2.2.3-1       False Statements in Offers (July 2004)**
- 3.2.2.3-11     Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12     Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13     Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-16     Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17     Preparing Offers (July 2004)**
- 3.2.2.3-18     Prospective Offeror's Requests for Explanations (March 2009)**
- 3.2.2.3-19     Contract Award (July 2004)**
- 3.13-4         Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 2012)**

**3.2.2.3-20     Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means: Email: Attn: Karen McIvor, [karen.ctr.mcivor@faa.gov](mailto:karen.ctr.mcivor@faa.gov); or Attn: Karen McIvor, fax #: 425-227-1156; or Attn: Karen McIvor ACQ-530, Federal Aviation Administration, 1601 Linda Ave. SW, Renton, WA 98057. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Email: Attn: Karen McIvor, [karen.ctr.mcivor@faa.gov](mailto:karen.ctr.mcivor@faa.gov); or Attn: Karen McIvor, fax #: 425-227-1156; or Attn: Karen McIvor ACQ-530, Federal Aviation Administration, 1601 Linda Ave. SW, Renton, WA 98057.

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.9.1-3         Protest (October 2011)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and

shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODR dispute resolution process for protests can be found on the ODR Website at <http://www.faa.gov>.

(End of provision)

## **L001. SUBMISSION OF OFFER:**

An offeror shall submit an offer which shall include a technical and business proposal as outlined below. **PLEASE NOTE: Lack of submission of any of the information required in the Business and Technical Proposals shall render a contractor's proposal as non-responsible and will not be considered further for award.**

### **1. Business Proposal**

- a) Signed Standard Form 33, SOLICITATION, OFFER AND AWARD
- b) Part I, Section B, PRICE SCHEDULE
- c) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- d) Part IV, Section K, Business Declaration

### **2. Technical Proposal**

#### **A. Past Experience**

Provide a list of projects within the past 3 years similar in scope of work to be done. Be specific and provide details. For each project address the following points:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work
- e) Percentages of work subcontracted and nature of that work
- f) Award and completion dates
- g) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.

#### **B. Customer Satisfaction Surveys (By third party references)**

The Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Karen McIvor by a third party reference. It is advised that the Applicant distribute more than three CSS's to third party-references as not all are returned, and receipt of less than two could lead to the Offeror's disqualification. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

A negative response is required in the event of no similar experience for a particular area, or for any item that is not applicable. Any omission or partial and vague responses may lead to the rejection of the offeror's proposal without discussions with offeror. All submitted technical information be considered proprietary data and shall be utilized for evaluation purposes only and kept confidential. Offerors are advised that the government reserves the right to use and evaluate any and all available pertinent information, in addition to the data presented in the technical proposal.

## **L002. SUBMISSION DATE AND PLACE**

The due date for receipt of offers is **NOVEMBER 23, 2012 4:00PM (PST)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ACQ-530  
1601 LIND AVE S.W.  
RENTON, WA 98057  
ATTN: Karen McIvor

**FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL PROPOSALS MUST BE RECEIVED BY THIS OFFICE WITHIN 5 CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.**

**L003. SUBMISSION OF CUSTOMER SATISFACTION SURVEYS**

Applicant is REQUIRED to have at least two (2) of the attached customer satisfaction surveys (CSS's) completed and returned to this office c/o Karen McIvor by a third party reference. Customer Satisfaction Surveys may be emailed to Karen McIvor at [Karen.ctr.McIvor@faa.gov](mailto:Karen.ctr.McIvor@faa.gov) surveys may also be faxed at the Applicant's risk to 425-227-1156 Attn: Karen McIvor. It is also advised that each Applicant verify receipt of the requisite number of Customer Satisfaction Surveys well *before* the solicitation deadline.

**L004. HAND CARRIED OFFERS, MODIFICATIONS OR WITHDRAWALS:**

Hand-carried offers, modifications or withdrawals of a offers, and modifications, or withdrawals of a bids, HAND DELIVERED by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) SHALL be HAND DELIVERED to:

DOT, FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER  
FIRST FLOOR  
1601 LIND AVE S.W.  
RENTON, WA 98057  
ATTN: Karen McIvor

## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

### 3.1-1      **Clauses and Provisions Incorporated by reference** (July 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

(End of clause)

### 3.2.4-31 **Evaluation of Options** (April 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

## **M001. EVALUATION FACTORS FOR AWARD**

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions with one or more offerors to clarify issues relating to scope, pricing and responsibility. **The Government will make award to the contractor offering the lowest priced, technically acceptable offer.**

Proposals shall be evaluated as either "acceptable" or "unacceptable" on the basis of the following criteria:

### **(A). Past Experience**

**STANDARD FOR REVIEW:** An acceptable proposal must demonstrate at least two (2) successful relevant projects in the past three (3) years similar to the current requirement. The FAA reserves the right to contact the customers listed as references, and to apply that information in its final determination.

### **(B). Past Performance**

**STANDARD FOR REVIEW:** At least three (2) Customer Satisfaction Surveys must be received before the solicitation deadline with an average score of 3.5 or more. The FAA reserves the right to contact customers listed as references and conduct a Customer Satisfaction Survey by telephone in the event that there is insufficient competition due to the lack of customer satisfaction surveys received. If Contractor does not have an applicable performance history, then, within the cover letter, the Contractor must indicate the reason for such absence of past performance history and provide a proposed project management plan to ensure the quality of the services to be performed. Keep in mind that the Agency may use information other than that provided by the Contractor in connection with this solicitation.

## **M002. CONSIDERATION OF PRICE**

The offeror shall submit pricing information as prescribed in PART I - SECTION B of the Request for Offers. The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the lowest priced, technically acceptable offer.

Each offeror is required to provide a price for each contract line item (CLIN). Failure to comply may result in the rejection of the subject offer. A single award shall be made. There shall be no split award. In the event that the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussion with the offeror. In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.